

TEMPORARY LICENSE AGREEMENT

This Temporary License Agreement ("Agreement") is made by Pace, the Suburban Bus Division of the Regional Transportation Authority, an Illinois municipal corporation ("Pace" or "Licensor") and the Village of Romeoville, an Illinois municipal corporation ("Licensee"). Pace/Licensor and Licensee are sometimes individually referred to as a "Party" and collectively as the "Parties" in this Agreement.

RECITALS

WHEREAS, Licensor owns the real property known as the Bolingbrook-Old Chicago Park-n-Ride located at 120 E. Old Chicago Drive, Bolingbrook, Illinois 60440 ("Property") and has the power and authority to grant rights and privileges with respect thereto; and

WHEREAS, Licensee is hosting Ribfest ("Event") and wants to use the Property on July 4, 2020 between the hours of 11:00 a.m. and 12:00 a.m. and on July 5, 2020 between the hours of 10:00 a.m. and 11:00 p.m. for the sole and limited purpose of parking for the Event, and Licensor wants to grant a temporary license to Licensee for that purpose.

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Grant and Scope of Temporary License.** Licensor hereby grants, and Licensee hereby accepts, a temporary, non-exclusive license for the use of the Property on July 4, 2020 between the hours of 11:00 a.m. and 12:00 a.m. and on July 5, 2020 between the hours of 10:00 a.m. and 11:00 p.m. for the sole and limited purposes set forth in this Agreement ("Temporary License"). This Agreement creates a temporary license only, and Licensee acknowledges that Licensee does not and shall not claim any interest or estate of any kind or extent whatsoever in the Property by virtue of this temporary license or Licensee's use of the Property pursuant to this Agreement.

2. **Effective Date.** This Agreement shall be in effect beginning on the date on which this Agreement is signed by Licensor ("Effective Date"). If a Party signs this Agreement but fails to date its signature, the date that the other Party receives the signing Party's signature on this Agreement shall be deemed to be the date that the signing Party signed this Agreement.

3. **Termination.** This Agreement and the Temporary License shall terminate on July 6, 2020 unless earlier terminated by a Party upon 14 days' advance written notice to the other Party.

4. **Property Access and Use.** Licensee and its employees, guests, and invitees shall have ready and convenient access to the Property beginning on July 4, 2020 between the hours of 11:00 a.m. and 12:00 a.m. and on July 5, 2020 between the hours of 10:00 a.m. and 11:00 p.m. for the sole and limited purpose of parking for the Event. The Property shall not be used for any other purpose, except for clean-up, restoration, and/or repair work pursuant to paragraph 6.

5. **No Warranties.** Licensee, by the execution of this Temporary License, accepts the Property in an "as is" condition. Licensors make no warranty, either express or implied, as to the condition of the Property or the suitability of the Property for Licensee's purposes or needs.

6. **Post-Event Clean Up, Restoration, and Repair.** Licensee, at no cost to Licensors and immediately following the Event, shall be responsible for removing and disposing of any refuse on the Property and repairing any Property damage resulting from the Event. If Licensee fails to clean up, restore, and/or repair the Property immediately after the Event, Licensors may perform or cause to have performed the clean-up, restoration, and/or repair, and Licensee shall be obligated to reimburse Licensors for the actual cost of such work.

7. **Insurance.** Licensee shall provide insurance as set forth in the attached Exhibit A.

8. **Indemnification.** To the fullest extent permitted by law and excepting the negligence of Licensors and Licensors' directors, officers, agents, and employees, Licensee shall protect, indemnify, defend, and forever hold harmless Licensors and Licensors' directors, officers, employees, agents, successors, and assigns from and against, and to assume all liability and expense, including court costs and reasonable attorneys' fees, for death or injury to any person or persons and all loss, damage, or destruction to any property caused by, attributable to, or resulting from the use of the Property by or the negligence of Licensee, Licensee's directors, officers, agents, employees, guests, or invitees, or any third party in connection with the Event or the failure of Licensee to comply with the provisions of this Agreement.

9. **Compliance with Laws.** The Parties shall comply with all local, state, and federal laws, statutes, ordinances, and rules applicable to this Agreement.

10. **Headings.** The headings contained in this Agreement are for reference and convenience only and shall not affect the meaning or interpretation of this Agreement.

11. **Waiver.** Failure of a Party to exercise any right or pursue any remedy under this Agreement shall not constitute a waiver of that right or remedy.

12. **Binding Effect.** This Agreement shall be binding upon the Parties and their respective directors, officers, employees, agents, representatives, successors, and approved assigns.

13. **Entire Agreement and Non-Reliance.** This Agreement, including the introductory Recitals and any attached exhibits, which are hereby incorporated into and made a part of this Agreement, constitutes the entire agreement between the Parties and supersedes any prior written or oral understandings, agreements, or representations between the Parties that may have related in any way to the subject matter of this Agreement, and no other written or oral warranties, inducements, considerations, promises, representations, or interpretations, which are not expressly addressed in this Agreement, shall be implied or impressed upon this Agreement.

Licensee represents and warrants that: (a) Licensee has conducted such independent review, investigation, and analysis (financial and otherwise) and obtained such independent legal advice as desired by Licensee to evaluate this Agreement and the transaction(s) contemplated by this Agreement; (b) Licensors have not made any representations or warranties to Licensee with respect to this Agreement and the transaction(s) contemplated by this Agreement, except such

representations and/or warranties that are specifically and expressly set forth in this Agreement; and (c) Licensee has relied only upon such representations and/or warranties by Licensor that are specifically and expressly set forth in this Agreement and has not relied upon any other representations or warranties (whether oral or written or express or implied), omissions, or silences by Licensor. Without limiting any representations and/or warranties made by Licensor that are specifically and expressly set forth in this Agreement, Licensee acknowledges that Licensor will not have or be subject to any liability to Licensee resulting from the distribution to Licensee or Licensee's use of any information, including any information provided or made available to Licensee or any other document or information in any form provided or made available to Licensee, in connection with this Agreement and the transaction(s) contemplated by this Agreement.

14. **Conflict.** In the event of a conflict or ambiguity between the terms and conditions of this Agreement and any exhibit to this Agreement, the terms and conditions of this Agreement shall control.

15. **Survival.** Any provision of this Agreement that imposes an obligation after termination of this Agreement shall be deemed to survive termination of this Agreement.

16. **Severability.** If any provision of this Agreement is held invalid or unenforceable by an Illinois court of competent jurisdiction, such provision shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

17. **Assignment.** No Party shall assign, delegate, or otherwise transfer all or part of its rights and obligations under this Agreement without the prior written consent of the other Party.

18. **Amendment.** No changes, amendments, or modifications to this Agreement shall be valid unless in writing and signed by the duly authorized signatory of each Party.

19. **Notice.** Any notice under this Agreement shall be in writing and shall be given in the following manner:

- (a) by personal delivery (deemed effective as of the date and time of delivery);
- (b) by commercial overnight delivery (deemed effective on the next business day following deposit of the notice with a commercial overnight delivery company);
- (c) by registered or certified mail, return receipt requested, with proper postage prepaid (deemed effective as of the second business day following deposit of the notice in the U.S. mail); or
- (d) by facsimile with confirmation of transmission (deemed effective as of the date and time of the transmission, except the effective date and time shall be 8:00 a.m. on the next business day after transmission of the notice if transmitted during non-business hours).

Business days are defined as Monday through Friday, excluding federal holidays. Business hours are defined as 8:00 a.m. to 5:00 p.m. Central Standard Time on Monday through Friday, excluding federal holidays. Notices shall be addressed as follows or addressed to such other address as either Party may from time to time specify in writing to the other Party:

If to Licensor:

550 W. Algonquin Road
Arlington Heights, IL 60005
Attention: Department Manager, Marketing
Facsimile No. (847) 228-4203

If to Licensee:

1050 W. Romeo Road
Romeoville IL 60446
Attention: Village Manager, Steve Gulden
Facsimile No. (815) 886-7200

21. **Governing Law, Jurisdiction, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to principles of conflicts of law, and the Parties submit to the exclusive jurisdiction and venue of the state courts of Will County, Illinois for any dispute arising out of or related to this Agreement.

22. **Counterparts.** The Parties may execute this Agreement in counterparts, each of which shall be deemed an original and all of which together constitute one and the same Agreement. For purposes of this Agreement, facsimile or electronic signatures shall be considered original signatures.

23. **Authorization.** The signatories to this Agreement represent and warrant that they have full authority to sign this Agreement on behalf of the Party for whom they sign.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized signatory on the dates below.

LICENSOR

By: _____
Signature

Print Name: Rocco L. Donahue

Title: Executive Director

Date: _____

LICENSEE

By: _____
Signature

Print Name: Steve Gulden

Title: Village Manager

Date: _____

EXHIBIT A

Insurance Requirements – Bolingbrook-Old Chicago Park-n-Ride

The insurance documentation must be submitted, reviewed, and approved by Pace prior to the Effective Date and prior to the required policy expiration date. Pace reserves the right to accept or reject the evidence of insurance coverage provided.

Licensee shall provide and maintain insurance coverage required as noted within this exhibit. Evidence of required insurance coverage shall be provided on an Acord 25 (or equivalent) Certificate of Insurance form. All insurers must maintain a rating of A - VII or better as rated by A. M. Best Company.

It is important to note that “Additional Insured” endorsements such as CG 2010 & CG 2037 or CG 2026 or comparable endorsement {General Liability}, CA 2048 {Automobile Liability}, and other policy endorsements (or their equivalents) required by this exhibit shall be submitted to Pace along with the Certificate of Insurance.

Minimum insurance requirements are as follows:

- ☒ Certificates of Insurance shall provide evidence of all required insurance coverage, limits, and endorsements and shall be issued to Pace for the duration of the agreement plus one additional year.
- ☒ Workers Compensation and Employer's Liability Insurance affording the following limits: Coverage A-Statutory Benefits and Coverage B-Employer's Liability-\$500,000 Each Accident, \$500,000 Disease-Each Employee, \$500,000 Disease-Policy Limit.
- ☒ Commercial General Liability Insurance (Broad Form) with coverage and limits that meet or exceed the following parameters; coverage is written on an ISO CG 00 01 or other equivalent coverage form with the following limits:

Each Occurrence-\$1,000,000
General Aggregate-\$2,000,000
Products/Completed Operations Aggregate-\$2,000,000
Personal & Advertising Injury-\$1,000,000
- ☒ Business Automobile Insurance with a Combined Single Limit (CSL) of not less than \$1,000,000 per accident for bodily injury and property damage liability arising from owned, non-owned, and hired vehicles.
- ☒ Umbrella Liability Insurance affording limits of not less than \$10,000,000 each occurrence and \$10,000,000 aggregate coverage. The Umbrella Liability Policy shall identify each of the policies noted above on the Schedule of Underlying Coverages and shall provide coverage at least as broad as each of the underlying policies.

☒ Additional Insured

The General Liability and Auto Liability policies shall add the Regional Transportation Authority (RTA) and Pace, the Suburban Bus Division of the RTA, by endorsement as Additional Insureds.

☒ Waiver of Subrogation

Licensee and his insurer shall waive all rights of subrogation against Pace and the Regional Transportation Authority on all policies.

☒ “Other Insurance” policy clause shall be shown on the Certificate of Insurance with the following wording “This insurance is primary and non-contributory.”

NOTE:

- ☒ Any and all parties required to have a Liquor License that will distribute, sell, serve, or provide alcoholic beverages at the Event must have Liquor Liability Insurance affording limits of not less than \$1,000,000 each occurrence. A certificate of insurance adding the Regional Transportation Authority (RTA) and Pace, the Suburban Bus Division of the RTA, on a primary and non-contributory basis, and a waiver of subrogation against Pace and the RTA will be required. A certificate of insurance for any and all applicable parties must be submitted, reviewed, and approved by Pace prior to the event.

The Insurer and/or Agent/Broker shall provide written notice of cancellation to Pace’s Insurance Liaison 30 days prior to the effective date of cancellation.

The insurance certificate and corresponding endorsements shall be provided to the following Certificate Holder:

Pace, the Suburban Bus Division of the Regional Transportation Authority
Attn: Insurance Liaison
550 West Algonquin Road
Arlington Heights, IL 60005-4412

Licensee’s failure to carry, maintain, and/or document required insurance shall constitute a breach of the Agreement. Any failure by Pace to demand or receive proof of insurance coverage shall not constitute a waiver of Licensee’s obligation to obtain the required insurance. Licensee expressly agrees that these insurance provisions in no way limit Licensee’s responsibilities under other provisions of the Agreement, including the indemnification provision.